

BINGHAM, DANA & GOULD

150 FEDERAL STREET

BOSTON, MASSACHUSETTS 02110

TELEPHONE: (617) 951-8000

TELEX: 275147 BDGBSN UR

CABLE ADDRESS: BLDGHAM BSN

TELECOPY: (617) 951-8736

RECORDATION NO.

16240-F

JAN 9 1990-12 35 PM
INTERSTATE COMMERCE COMMISSION

WASHINGTON OFFICE
(202) 822-9320

ROUTE 128 OFFICE
(617) 890-0922

CAPE COD OFFICE
(508) 420-0283

LONDON OFFICE
011-44-1-799-2646

January 9, 1989

0-003A009

Interstate Commerce Commission
Secretary of the Commission
Room 2303
12th Street & Constitution Avenue, N.W.
Washington, D.C. 20423

Attn: Ms. Mildred Lee

Ladies and Gentlemen:

Enclosed for filing with the Commission pursuant to Section 11303(a) of Title 49 of the U.S. Code is one original executed and notarized copy of the document described below, and an extra certified copy of such document.

This document is an Amendment to a Security Agreement dated as of March 17, 1989, between Upper Merion and Plymouth Leasing Co., a Delaware corporation, as the debtor, and The First National Bank of Boston, as agent, as the secured party, covering the debtor's rolling stock and all other properties and rights of the debtor. It is a secondary document and amends a Security Agreement, a primary document, between Upper Merion and Plymouth Leasing Co., as debtor, and The First National Bank of Boston, as agent, as secured party.

The names and addresses of the parties to the Security Agreement and the Amendment are as follows. The debtor is Upper Merion and Plymouth Leasing Co., whose chief executive office is located at John Hancock Center, 875 North Michigan Avenue, Suite 1400, Chicago, Illinois 60611. The secured party is The First National Bank of Boston, as agent, whose head office is located at 100 Federal Street, Boston, Massachusetts 02110.

Katherine H. Eager
C. O. [Signature]

BINGHAM, DANA & GOULD
Interstate Commerce Commission
January 9, 1989
Page 2

This Amendment deletes one locomotive which has been sold by the debtor from the collateral covered by the Security Agreement which was filed with the Commission on March 20, 1989 as document No. 16240.

A short summary of the document to appear in the index is as follows:

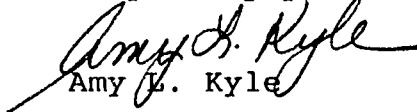
"Amendment dated as of December 21, 1989 amending a Security Agreement dated as of March 17, 1989 and recorded as document No. 16240 between Upper Merion and Plymouth Leasing Co., as the debtor and The First National Bank of Boston, as agent, as the secured party, deleting one locomotive sold by the debtor from the collateral covered by the Security Agreement."

Also enclosed is a check in the amount of fifteen dollars payable to the Interstate Commerce Commission, to cover the recording fee prescribed by the Commissioner in its rules and regulations.

Would you please acknowledge receipt of the enclosed document at your earliest convenience by returning to the undersigned, in the enclosed self-addressed, stamped envelope, the copy of the Amendment to the Security Agreement, along with the duplicate of this letter of transmittal.

If you have any questions with respect to the enclosed document, please call the undersigned, collect, at (617) 951-8000.

Very truly yours,


Amy L. Kyle

ALK/pr:5534Q
Enclosure

Interstate Commerce Commission
Washington, D.C. 20423

1/9/90

OFFICE OF THE SECRETARY

Amy L. Kyle

Bingham, Dana, & Gould
150 Federal Street
Boston, Ma. 02110

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 1/9/90 at 12:35pm and assigned recordation number(s). 16240-E & 16711

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)

RECORDED NO. 16240-E

JAN 9 1990 - 12 35 PM

INTERSTATE COMMERCE COMMISSION

Amendment No. 5 to
Security Agreement
Dated as of March 17, 1989

AGREEMENT OF AMENDMENT, dated as of January 9, 1990 by and between Upper Merion and Plymouth Leasing Co. ("UMPL") a Delaware corporation and The First National Bank of Boston, a national banking association, as agent (the "Agent") for itself and the other banks which are or may become parties thereto, under a certain Revolving Credit and Term Loan Agreement dated as of March 17, 1989 (the "Loan Agreement").

WHEREAS, U MPL, on the one hand, and the Agent, on the other hand, are parties to a Security Agreement dated as of March 17, 1989, as amended (the "Security Agreement").

WHEREAS, U MPL and the Agent wish to release a certain locomotive from the security interest created by the Security Agreement, and in connection therewith to make certain amendments to the Security Agreement; and to reaffirm the Security Agreement's effectiveness upon such amendment;

NOW, THEREFORE, in consideration of the foregoing premises, the parties hereby agree as follows:

1. Schedule 4(b) to the Security Agreement, which lists all Rolling Stock of U MPL, is hereby amended by deleting the locomotive listed on Schedule 4(b) attached hereto.

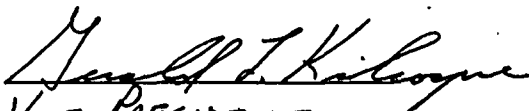
2. Except as specifically amended by this Agreement of Amendment, the Security Agreement shall remain in full force and effect, and U MPL reaffirms the continued validity of the Security Agreement as amended on the date hereof.

3. This Agreement of Amendment shall become effective as of the date hereof upon receipt by U MPL and the Agent of counterparts of this Agreement of Amendment duly executed by U MPL and accepted by the Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement of Amendment to be executed by their duly authorized officers as of the date first set forth above.

UPPER MERION AND PLYMOUTH
LEASING CO.

By:


VICE PRESIDENT

THE FIRST NATIONAL BANK
OF BOSTON, as Agent

By: [Signature]

STATE OF ILLINOIS)

COUNTY OF COOK)

ss.

On this 9th day of January, 1990, before me personally appeared Gerald L. Kilcoyne, to me personally known, who, being by me duly sworn, says that he is Vice President of Upper Merion and Plymouth Leasing Co. and that the said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

Carmen Montagna
Notary Public

My commission expires:

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF Suffolk)

ss.

" OFFICIAL SEAL "
CARMEN MONTAGNA
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/20/92

On this 9th day of January, 1990, before me personally appeared Daniel O'Connor, to me personally known, who, being by me duly sworn, says that he is a Vice President of The First National Bank of Boston, and that he is duly authorized to sign the foregoing instrument on behalf of said banking association, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said banking association.

Patricia A. Stiles
Notary Public

My commission expires: 7/31/92

THE FIRST NATIONAL BANK
OF BOSTON, as Agent

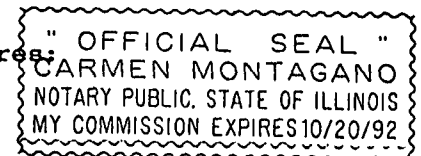
By: _____

STATE OF ILLINOIS)
) ss.
COUNTY OF Cook)

On this 9th day of January, 1990, before me personally apperared Gerald L. Kilcoyne, to me personally known, who, being by me duly sworn, says that he is Vice President of Upper Merion and Plymouth Leasing Co. and that the said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

Carmen Montagano
Notary Public

My commission expires:



COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF)

On this day of January, 1990, before me personally apperared _____, to me personally known, who, being by me duly sworn, says that he is _____ of The First National Bank of Boston, and that he is duly authorized to sign the foregoing instrument on behalf of said banking association, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said banking association.

Notary Public

My commission expires:

SCHEDULE 4(b)

One (1) EMD SW9 1200 H.P. Locomotive